

**AMENDMENT TO SCHEDULE 1  
REGIONAL MANAGER COMPENSATION**

THIS AMENDMENT TO SCHEDULE 1 – REGIONAL MANAGER COMPENSATION (“**Amendment**”) is entered into as of this 1 day of January 2018, by and between Broker Solutions, Inc., a California corporation doing business as New American Funding (“**NAF**”), and Gina Spearman (“**Regional Manager**”). All capitalized terms not otherwise defined herein shall have the meanings to such terms as set forth in the Agreement and/or the Schedule (as such terms are defined below).

**RECITALS**

A. NAF and Regional Manager entered into that certain Regional Manager Agreement, effective as of January 1, 2018 (the “**Agreement**”).

B. Article 5 of the Agreement provides that Regional Manager will be eligible for commissions and/or bonuses as further set forth in Schedule 1 to the Agreement, as such Schedule 1 may be amended from time to time by NAF. Regional Manager acknowledges and agrees that the current version of Schedule 1 to the Agreement (the “**Schedule**”) has an Effective Date of January 1, 2018.

C. NAF and Regional Manager have been in discussions regarding Regional Manager’s responsibility for profitability of the branch offices within Regional Manager’s Region at the corporate margin 1 (“**CM1**”) level, and the Formula used to calculate Regional Manager’s Override Bonus.

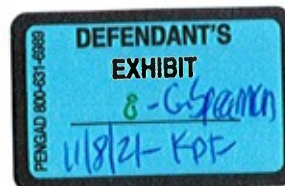
D. NAF and Regional Manager desire to amend the Schedule to revise the Formula, and describe and incorporate the CM1 loss calculation.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the tender, receipt and sufficiency of which are hereby acknowledged, the Schedule is hereby amended as follows:

1. **Override Bonus Formula.** At the end of Section 1.3 of the Schedule, the definition of the Override Bonus formula (the “**Formula**”) is hereby deleted in its entirety and replaced with the following:

*[(Applicable number of basis points (bps) earned in a calendar month for the particular Region as set forth in Section 1.4 below and subject to the limitations of Section 1.4.B MULTIPLIED BY total volume originated by branch) MINUS Items listed in Section 1.4.C and MINUS items listed in Section 1.4.E. PLUS any applicable Override Bonus Add-On described in in Section 1.4.D below]*



2. **CM1 Loss Calculation.** The following language is added immediately at the end of Section 1.4 of the Schedule:

**1.4.E CM1 Loss Calculation.** Regional Managers are responsible for maintaining OLA P&L profitability at the corporate margin 1 (“**CM1**”) level for their assigned branches. Any loss calculated pursuant to this CM1 Loss Calculation for a previous review period will be deducted from the calculation of the Override Bonus as described in the Formula detailed in **Section 1.3** above. Details of the timing, relevant review periods, and method of calculation of the CM1 Loss are described further below:

(i) **Commencement of CM1 Loss Calculation Review.** The CM1 Loss Calculation period will be applicable to NAF licensed Branches (and the separate Satellite office(s) if applicable) included within Regional Manager’s Region that have been issued and maintained both home state branch licensing approval and HUD branch office approval for a period of at least 12 months. For purposes of determining the completion of this 12 month period, month 1 is deemed to commence on the first of the month following such date that the applicable branch is formally announced as having received both home state branch licensing approval and US Department of HUD branch approval (the “**CM1 Review Commencement Date**”). For purposes of the Initial Loss Review Period (as defined below), NAF and Regional Manager agree that the NAF licensed Branches (and Satellite offices, if any) that are to be included within the Regional Manager’s Region, and the related CM1 Review Commencement Dates, are those identified on **Exhibit A**, attached hereto and incorporated herein by reference.

(ii) **CM1 Loss Review Period.** The CM1 Loss Calculation for each Branch will be reviewed every four (4) months (the “**Loss Review Period**”) beginning on the CM1 Review Commencement Date. The CM1 Loss Calculation covering the period of January through April will be reviewed and adjusted as needed on July 10<sup>th</sup>. The CM1 Loss Calculation covering the period of May through August will be reviewed and adjusted as needed on November 10<sup>th</sup>. The CM1 Loss Calculation covering the period of September through December will be reviewed and adjusted as needed on March 10<sup>th</sup> of the following calendar year. NAF and Regional Manager agree that the initial Loss Review Period shall cover the time period commencing on January 1, 2018 and ending on April 30, 2018 (the “**Initial Loss Review Period**”)

(iii) If the CM1 Loss Calculation for a particular Branch shows a negative number for a Loss Review Period, the Override Bonus paid out to Regional Manager will be netted (recovered) as part of the calculation of the next monthly Override Bonus calculation pursuant to the Formula detailed in **Section 1.3** above. The CM1 Loss Calculation will be completed as part of the preparation of the next monthly Override Bonus that will be paid on the next Bonus pay day (typically the 10th of the month). Where the review of CM1 Loss Calculation for

the particular Branch shows that no loss has occurred, no deduction will be made as part of the calculation of such Override Bonus.

(iv) Limits on CM1 Loss Deductions from Override Bonus. Where the calculation of the CM1 Loss reveals a loss for a particular Branch, such loss will reduce the Override Bonus by a maximum dollar amount limited to the amount of previous Override Bonus received for that Branch during the applicable Loss Review Period.

(v) No CM1 Loss Carry Over. Recovery of the CM1 Loss (if any) for a particular Branch will not be applied against the Bonus Override received for any other profitable Branch or Satellite office. There will be no carry over of CM1 Loss to any subsequent CM1 Loss Review Period.

a. CM1 Loss recovery during the Calculation of the Override Bonus will only recover Override Bonus actually paid during the prior CM1 Loss Review Period. For example, there will be no loss calculation related to loans where no Bonus Override Bonus paid on loan products such as Bond Loans, 2nd Mortgages, Brokered-Out loans where no incentive was earned.

3. Entire Agreement/Recitals. The Agreement and Schedule (together with all other applicable exhibits and schedules), as modified by this Amendment, contain all of the agreements of the parties hereto with respect to the matters contained herein, and there are no other amendments, letters or other written documents nor any oral agreement, arrangement or understanding pertaining to any such matters as of the date hereof that shall be effective for any purpose. Nothing in this Amendment shall be deemed to waive or modify any of the provisions of the Agreement or Schedule, except as expressly stated herein. NAF and Branch Manager acknowledge and agree that the Recitals contained herein are true and correct.

4. Agreement and Schedule Remain in Full Force. Except as expressly modified hereby, all other terms and provisions of the Agreement and Schedule shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their authorized representatives as of the date first above written.

**NAF:**

BROKER SOLUTIONS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**REGIONAL MANAGER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

*[Signature Page to Amendment to Schedule I – Regional Manager Compensation]*

**EXHIBIT A**  
**[Summary of Branches and CM1 Review Commencement Dates]**

AMB #	City, State	Branch/State and HUD Licensing Date	Expiration of 12 Period	CM1 Review Commencement Date
1483	Columbia, SC	9/2/2015	9/2/2016	1/1/2018
	Kissimmee, FL	12/15/2015	12/15/2016	1/1/2018
	• Orlando, FL	• 7/7/2016	• 7/7/2017	
1521	• Orlando - Waterford La	• 6/12/2017	• 6/12/2018	
1511	Charlotte, NC	4/1/2016	4/1/2017	1/1/2018
1611	Stockbridge, GA	9/22/2016	9/22/2017	1/1/2018
1610	Atlanta, GA	9/27/2016	9/27/2017	1/1/2018
1613	Bonaire, GA	11/22/2016	11/22/2017	1/1/2018
1514	Huntersville, NC	11/28/2016	11/28/2017	1/1/2018
1527	Tampa Southeast, FL	1/31/2017	1/31/2018	2/1/2019
1612	Lawrenceville, GA	1/25/2017	1/25/2018	2/1/2018
1523	Tampa, FL	1/31/2017	1/31/2018	2/1/2018
1614	Kennesaw, GA	4/3/2017	4/3/2018	5/1/2018
1526	Orlando - Colonial Drive, FL	11/2/2017	11/2/2018	12/1/2018
1532	Greenville, SC	12/1/2017	12/1/2018	1/1/2019
1515	Durham, NC	12/12/2017	12/12/2018	1/1/2019
1650	Chattanooga, TN	12/21/2017	12/21/2018	1/1/2019
1617	Buckhead, GA	12/28/2017	12/28/2018	1/1/2019
1618	Savannah, GA	3/12/2018	3/12/2019	4/1/2019
1615	Alpharetta, GA	TBD	TBD	TBD